



Order Filed on August 16, 2021
by Clerk
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption is in Compliance with D.N.J.L.BR. 9004-1
Lavin, Cedrone, Graver, Boyd & DiSipio
1300 Route 73, Suite 307
Mt. Laurel, New Jersey 08054
Regina Cohen, Esquire
Attorneys for Ally Financial Inc.
rcohen@lavin-law.com

In Re:

DIANA M. KAZLAUSKAS-SHAW

Debtor

Case No.: 18-30886(CMG)

Hearing Date: N/A

Judge: Christine M. Gravelle

Chapter: 13

**CONSENT ORDER RESOLVING
CREDITOR, ALLY FINANCIAL INC.'S CERTIFICATION OF DEFAULT**

The relief set forth on the following page, numbered two (2) through five (5) is hereby ORDERED.

DATED: August 16, 2021

A handwritten signature in cursive script, reading "Christine M. Gravelle".

Honorable Christine M. Gravelle
United States Bankruptcy Judge

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Debtor: Diana M. Kazlauskas-Shaw

Case No.: 18-30886(CMG)

Caption of Order: CONSENT ORDER RESOLVING CREDITOR, ALLY FINANCIAL
INC.'S CERTIFICATION OF DEFAULT

This Consent Order is entered into by and between the Debtor Diana M. Kazlauskas-Shaw, by and through her counsel, Thomas J. Orr, Esquire, and the Law Offices of Thomas Orr, Esq. and Ally Financial Inc., by and through its counsel, Regina Cohen, Esquire and the Law Offices of Lavin, Cedrone, Graver, Boyd & Disipio, in order to resolve Ally Financial Inc.'s Certification of Default filed with this Court on June 21, 2021.

AND NOW COMES Ally Financial Inc., by and through their counsel, and state as follows:

Diana M. Kazlauskas-Shaw (the "Debtor") and Francis J. Shaw (the "Non-Filing Party") financed the purchase of a 2016 RAM 2500, VIN: 3C6UR5KL4GG204597 (the "Vehicle") pursuant to the terms of a Retail Installment Sale Contract dated August 8, 2016 (the "Contract") which has been assigned to Ally Financial Inc.

Pursuant to the Contract, Ally Financial Inc. maintains a perfected security interest in and to: (a) the Vehicle; (b) accessories, equipment and replacement parts installed in the Vehicle; and (c) service contracts on the Vehicle.

The Debtor and/or Non-Filing Party desires to retain possession of the Vehicle and provide adequate protection for Ally Financial Inc.'s interest in the Vehicle.

It is hereby stipulated and agreed by and between Debtor and Ally Financial Inc. as follows:

ORDERED that the Debtor and/or Non-Filing Party is \$5,336.83 in post-petition arrears through and including the June 12, 2021 due payment. The Debtor and/or Non-Filing Party acknowledges their account is in post-petition arrears in the amount of \$5,336.83 through and

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Debtor: Diana M. Kazlauskas-Shaw

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including the July 12, 2021 due payment. Since the filing of the Certification of Default, the debtor and/or Non-Filing Party has made two payments totaling \$1,550.00 which have been applied to debtor's account.

ORDERED that the Debtor and/or Non-Filing Party is paying the post-petition arrears in the amount of \$5,336.83 along with \$500.00 attorney fees and costs through the Chapter 13 Plan for a total payment of \$5,836.83. Debtor shall amend her plan within thirty (30) days to include this amount.

ORDERED that the Debtor and/or Non-Filing Party shall resume making regular monthly contractual payments in the amount of \$933.29 each, commencing with the payment due on or before July 12, 2021. Pursuant to the Contract, a late charge may be assessed for any payment not received in full within ten (10) days after it is due. Said payments shall be forwarded to: Ally Financial Inc., Payment Processing Center, P.O. Box 78234, Phoenix, AZ 85062-8234.

ORDERED that since the filing of the Certification of Default, the debtor and/or Non-Filing Party has made two payments totaling \$1,550.00 (\$600.00 of which has been subtracted from the post-petition arrears which are being paid through the Plan and \$950.00 which was applied to the July 12, 2021 due payment).

ORDERED that all payments shall be made payable to Ally Financial Inc. and include Debtor and Non-Filing Party's account number.

ORDERED that the Debtor and/or Non-Filing Party hereby agrees to maintain insurance coverage in such types and amounts as are required by the Contract until such time as all amounts due Ally Financial Inc. under the Contract are paid in full.

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ORDERED that if Debtor and/or Non-Filing Party fails to comply with any of the stipulated terms herein, or if Debtor and/or Non-Filing Party fails to make the regular payments due and owing within ten (10) days of due date, Ally Financial Inc. will give Debtor, Non-Filing Party and Debtor's counsel notice by facsimile, first class mail or e-mail. Debtor and/or Non-Filing Party will have ten (10) days to bring the account current. If the account is not brought current within the ten (10) day period, Ally Financial Inc. may be granted relief from the automatic stay imposed by 11 U.S.C. §362 with respect to the Vehicle as to the Debtor and may be granted relief from the automatic stay imposed by 11 U.S.C. §1301(c) with respect to the Vehicle as to the Non-Filing Party upon filing a Certification of Counsel that Debtor and/or Non-Filing Party is in default, together with a proposed Order to the Bankruptcy Court, and serving copies of the same upon the Debtor, Non-Filing Party, Debtor's counsel and Chapter 13 Trustee. It is also expressly understood that the notice and cure period provided herein, only applies with respect to Ally Financial Inc.'s ability to obtain relief from the automatic stay in this bankruptcy case and does not in any way apply to or restrict Ally Financial Inc.'s ability to pursue its rights pursuant to the Contract.

ORDERED that if for any reason Debtor(s)' case is closed, terminated, dismissed or converted, the parties hereto agree and acknowledge that the terms of this agreed/stipulated order will be null and void and the parties are returned to the status quo with their respective rights under state law and the Contract.

ORDERED that this Consent Order may be executed by facsimile and such facsimile signatures shall be deemed as originals.

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ORDERED that the signature pages of this Consent Order may be executed in counterpart and all such signature pages, when attached, shall become part of the original Consent Order.



Regina Cohen, Esquire
Attorney for Ally Financial Inc.



Thomas J. Orr, Esquire **8-14-21**
Attorney for Debtor

In re:
Diana M. Kazlauskas-Shaw
Debtor

Case No. 18-30886-CMG
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-3
Date Rcvd: Aug 16, 2021

User: admin
Form ID: pdf903

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 18, 2021:

Recip ID	Recipient Name and Address
db	+ Diana M. Kazlauskas-Shaw, 240 Petticoat Bridge Road, Columbus, NJ 08022-1405

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 18, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 16, 2021 at the address(es) listed below:

Name	Email Address
Albert Russo	on behalf of Trustee Albert Russo docs@russotrustee.com
Albert Russo	docs@russotrustee.com
Denise E. Carlon	on behalf of Creditor NEWREZ LLC D/B/A SHELLPOINTMORTGAGE SERVICING dcarlon@kmlawgroup.com bkgroup@kmlawgroup.com
John R. Morton, Jr.	on behalf of Creditor Ally Capital ecfmil@mortoncraig.com mortoncraigecef@gmail.com
John R. Morton, Jr.	on behalf of Creditor Ally Financial ecfmil@mortoncraig.com mortoncraigecef@gmail.com
Regina Cohen	

District/off: 0312-3

User: admin

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Date Rcvd: Aug 16, 2021

Form ID: pdf903

Total Noticed: 1

on behalf of Creditor Ally Financial rcohen@lavin-law.com ksweeney@lavin-law.com

Sindi Mncina

on behalf of Creditor NEWREZ LLC D/B/A SHELLPOINTMORTGAGE SERVICING smncina@raslg.com

Thomas J Orr

on behalf of Debtor Diana M. Kazlauskas-Shaw tom@torrlaw.com xerna@aol.com;orrtr87054@notify.bestcase.com

U.S. Trustee

USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 9